

(1) ENERGY SERVICES ONLINE LIMITED

- and -

SWITCHFAIR CAPITAL

AFFILIATE API AGREEMENT

BETWEEN

- (1) **ENERGY SERVICES ONLINE LIMITED** (company number 03798799) whose registered office is at 14 Marchwood Crescent, London W5 2DZ (the "**Company**").
- and
- (2) **SWITCHFAIR CAPITAL** (a trading name of SwitchFair a Scottish Partnership having its principal place of business at Priorwood House, Melrose, TD6 9EF (the "**Affiliate**")

WHEREAS:

- (A) The Company operates a service via its website at www.TheEnergyShop.com, that allows users to compare the services they are currently purchasing in respect of gas and electricity, and the price of those services, against the services available from other suppliers of those services.
- (B) The Company has arrangements with certain suppliers of domestic gas and electricity, which enables users to transfer their gas and electricity from one supplier to another by filling in an online application form.
- (C) The Company operates an Affiliate Program which allows Affiliates to introduce visitors to the Company's website by placing a link on the Affiliate's website to the Company's website OR by utilising the Company's Energy Services Provider fulfilment capabilities via an API.
- (D) The Affiliate Program is dependent upon the Affiliate accepting the terms and conditions of this Agreement and becoming authorised as an "Affiliate".

1. DEFINITIONS

"Affiliate Link" means the URL provided by the Company to the Affiliate pursuant to this Agreement which allows Visitors to the Affiliate Website to link to the Company's Website and which is shown in Schedule 3 and/or which provides an API enabling the Affiliate to fulfil Transactions.

"Affiliate Program" is a program owned and operated by the Company, which the Affiliate can join.

"Affiliate Website" means the Affiliate's website with URL <https://capital.switchfair.co.uk>

"API" means the API provided by the Company to enable the Affiliate to operate their own comparison website solely for the purpose of submitting Transactions via the Company.

"Artificial Traffic" is a collective term for invalid Clicks, Leads and Transactions which may originate (for example but without limitation) from automatic openings, spiders, requests in chat-rooms, script generators, placing links on websites other than those agreed between the Company and the Affiliate, Clicks that are not generated by a browser, Clicks which are not preceded by an active act of a Visitor who wants to reach the Company's website.

"Business Day" means any day other than a Saturday, Sunday or public/bank holiday.

"Click" means a click by a Visitor on the Affiliate Link, linking the Affiliate's website to the Company's website.

"Commencement Date" means 14 September 2026.

“Commission” means the commission payable by the Company to the Affiliate under this Agreement at the rates specified in Schedule 2.

“Company Marks” means the registered trademarks or applications for trademarks, service marks, logos, trade names, business names and brands belonging to the Company.

“Company Website” means the Company’s website with URL www.theenergyshop.com and any replacement site, successor site, affiliate site and rebranded version of the site thereof which allows users to compare the services and prices offered by various Suppliers of gas services and / or electricity services and enter into contracts with the Suppliers of such services.

“Confidential Information” means all information disclosed (whether in writing, computer readable form, verbally or by any other means) by one party (the disclosing party) to the other (whether before or after the date of this Agreement) which:-

- relates to the disclosing party’s operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities or business affairs; or
- is otherwise non-public, confidential or proprietary in nature; or
- comprises any other information which may from time to time be identified by the disclosing party as being of a confidential nature and as being subject to the terms of this Agreement. excluding any information
 - (a) which is publicly known or becomes publicly known other than by breach of this Agreement, or
 - (b) which, when it was disclosed to the other party, was already known by that party; or
 - (c) which the recipient obtains or has available from a source other than the disclosing party without breach by the recipient or such source of any obligation of confidentiality or non-use; or
 - (c) which is required by law to be disclosed.

“Contract” means a contract between an Energy Services Provider and a Customer for the supply of Gas and / or Electricity entered into through the Company’s website.

“Customer” means a person who has entered into a Contract with an Energy Services Provider as a result of using the Company’s Energy Comparison Services directly via the Affiliate Link or API.

“Duplicate Contract” means the situation where a Visitor has entered into the same Contract or Transaction on more than one occasion either through different Affiliate links, API or through different channels to the Energy Services Provider.

“Energy Comparison Services” means the process of providing comparative quotes for the provision of Gas, Electricity or Dual Fuel Services.

“Energy Services Provider” means a company that is entitled to sell energy products or services, meaning gas and / or electricity services.

“Lead” means a Visitor who is connected to the Company’s website via a link from the Affiliate’s website (Affiliate Link) and who has completed a definite act on the Company’s website, for example entering into a transaction.

“Live Customer” means a Customer whose Electricity Services and/or Gas Services are being supplied by the Energy Services Provider for which they have applied as a direct result of having used the Company’s Services directly via the Affiliate Link or API.

“Services” means the services to be provided as set out in Schedule 1.

“Status Report” means the information set out in Schedule 4 and any other information requested by the Affiliate from time to time;

“Supplier” means and is used interchangeably with “Energy Services Provider”.

“Traffic” is a collective term for Clicks, Leads and Transactions.

“Transaction” means a Visitor application to switch Energy Services Provider(s) via the Affiliate Link or API.

"Validated Transaction" means a Transaction which:

- (a) has been accepted and confirmed by the relevant Energy Services Provider; and
- (b) in respect of which the Company has received the corresponding commission payment.

“Visitor” means any person who clicks on a link on the Affiliate’s website to the Company’s website (Affiliate Link).

2. AFFILIATE SCHEME OVERVIEW

- 2.1 The Company has developed and operates a service via its website at www.TheEnergyShop.com, that allows users to compare the services they are currently purchasing in respect of gas and electricity, and the price of those services, against the services available from other suppliers of those services.
- 2.2 The Company has contractual agreements with certain suppliers whereby Visitors can switch their gas and / or electricity Supplier by completing an online application form. Such applications are submitted to the Visitor's chosen Supplier who then processes the application and effects the transfer from the Visitor's old Energy Services Provider.
- 2.3 The Company has an Affiliate Programme that allows Affiliates to earn commissions by directing Visitors to the Company's Website (via a unique Affiliate Link or API) to submit a Transaction with the intent of becoming a Live Customer. The Affiliate Link or API uniquely identifies the Affiliate and enables any Transaction completed via the Affiliate Link or API to be identified and tracked. Where an API is utilised, the Affiliate will adhere strictly to the Company's requirements regarding wording, design and formatting to ensure Contracts are completed in the correct manner for processing to the respective Energy Services Provider.

3. APPOINTMENT

- 3.1 With Effect from the Commencement Date, the Company hereby appoints the Affiliate to be its non-exclusive agent for the purpose of;
 - 3.1.1 providing Traffic to the Company's Website via the Affiliate Link,
 - 3.1.2 utilising an API solely for the purpose of submitting Transactions,subject to the terms and conditions in this Agreement.
- 3.2 Nothing in this Agreement shall prevent the Company from appointing any other person or organisation as an Affiliate within the Affiliate Program.
- 3.3 Nothing in this Agreement shall prevent the Affiliate from making available services, whether or not they are Energy Comparison Services, to the users of its website.

4. THE COMPANY'S OBLIGATIONS

- 4.1 Subject to the terms of this Agreement, the Company shall use best endeavours to provide the Services from the Commencement Date during the term of this Agreement.
- 4.2 The Company will collect and pay to the Affiliate all amounts due to the Affiliate arising from the Agreement in accordance with the provisions of Schedule 2.
- 4.3 The Company shall:
 - 4.3.1 provide a Status Report to the Affiliate showing the status of Transactions submitted via the Services, including pending, failed, cancelled and validated Transactions within 10 Business Days following the end of each calendar month save where access to the Company's Affiliate Portal has been enabled. In the event that a Status Report has not been correctly completed, the Status Report may be returned by the Affiliate to the Company for completion, and a corrected Status Report will be provided without undue delay;

- 4.3.2 provide the Status Report in Excel format or other format that the parties may agree;
- 4.3.3 use reasonable endeavours to maintain the availability and functionality of the Company's Website, Affiliate Link and API switching service, subject to scheduled maintenance, maintenance by third-party services and circumstances outside the Company's reasonable control;
- 4.3.4 use reasonable endeavours to provide the Affiliate with reasonable prior written notice of any material change to the Company's Website, Affiliate Link, API, switching service, question sets, Energy Service Providers or their requirements, batch file requirements or any other operations that may affect the Affiliate's use of the Services.

Where any such change is required by an Energy Service Provider, regulatory body, third-party service provider or other circumstances outside the Company's reasonable control, the Company may implement the change without prior notice and shall use reasonable endeavours to notify the Affiliate as soon as reasonably practicable.

- 4.3.5 use reasonable endeavours to notify the Affiliate as soon as reasonably practicable in advance of any scheduled downtime in respect of its own operations ("Scheduled Downtime") that may affect the activities envisaged under this Agreement. The Company shall inform the Affiliate of the duration of any Scheduled Downtime, including start and end dates and/or times. The Company shall endeavour to ensure that any Scheduled Downtime is kept to a minimum;
- 4.3.6 in the event of any material Unscheduled Downtime in respect of its own operations, use reasonable endeavours to notify the Affiliate as soon as reasonably practicable and to provide reasonable updates regarding the expected duration and resolution of such Unscheduled Downtime.
- 4.3.7 notify, when requested by the Affiliate, that a Contract or Transaction has been declined or cancelled for reasons of fraud or suspected fraud and provide the Affiliate with the Customer's and/or Visitor's details and circumstances of the fraud; and
- 4.3.8 notify the Affiliate as soon as reasonably practicable to do so where a Contract or Transaction has been declined or cancelled and provide the Affiliate with necessary details as requested by the Affiliate in relation to same.

5. THE AFFILIATE'S OBLIGATIONS

- 5.1 The Affiliate is solely responsible for its website and its content and shall ensure that they conform at all times to all applicable laws and regulations.
- 5.2 The Affiliate must not in any way knowingly generate or contribute to generating Artificial Traffic to the Company's website.
- 5.3 The Affiliate must notify the Company immediately of any known or suspected improper or wrongful use of the Affiliate Link, API and/or of the Affiliate Program or of the Company's service in any way whatsoever.
- 5.4 The Affiliate will not Sub-Affiliate the services hereby agreed with the Company to any other third-party without the full written consent of the Company.

- 5.5 The Affiliate will conform to all operational change requests regarding the exact requirements of each individual Energy Suppliers application page for the purpose of handling Transactions.
- 5.6 The Affiliate will not be involved in any form of auto-switching programmes without the full written consent of the Company.
- 5.7 The Affiliate will be solely responsible for re-submitting and handling all failed Transactions as notified by the Company.
- 5.8 The API is made available to the Affiliate without a separate usage fee on the basis that it is used in good faith to provide Energy Comparison Services, with the intention of generating and submitting genuine Transactions through the Company. The Affiliate shall not use the API, or any functionality, data, or third-party service made available through the API, for data retrieval, address look-up, property look-up, meter point data, bank validation, or any other purpose not reasonably connected with generating and submitting genuine Transactions through the Company.

Where the Company reasonably believes that the Affiliate's use of the API is excessive, disproportionate to the number of genuine Transactions being generated, or otherwise inconsistent with the purposes of this Agreement, the Company may impose reasonable usage limits or restrictions, suspend or terminate the Affiliate's access to the API with immediate effect, or offer continued access to the API subject to the payment of a reasonable usage fee.

Where the Company proposes a usage fee, it shall notify the Affiliate of the applicable charges and the date from which such charges would apply. The Affiliate shall not be obliged to accept or pay such usage fee and may instead terminate this Agreement with immediate effect by written notice to the Company. If the Affiliate does not accept the proposed usage fee within such reasonable period as the Company may specify in its notice, the Company shall be entitled to suspend or terminate the Affiliate's access to the API with immediate effect.

6. COMMISSION PAYMENTS

- 6.1 The Company will pay Commission to the Affiliate in accordance with Schedule 2.
- 6.2 The Company shall keep proper records in respect of Transactions and Commission payable under this Agreement. Upon reasonable prior written notice, the Affiliate shall be entitled, no more than once in any twelve-month period, to inspect such records as are reasonably necessary to verify the Commission payable to the Affiliate under this Agreement. Any such inspection shall take place during normal business hours and shall be conducted in a manner which does not unreasonably disrupt the Company's business or require disclosure of confidential information relating to other affiliates, customers or third parties. If an inspection identifies a material underpayment of Commission, the Company shall promptly pay the amount properly due.

7. INTELLECTUAL PROPERTY

- 7.1 Neither party shall use the other's trade marks, logos or name other than as reasonably necessary for the performance of this Agreement without the other party's prior written approval.

- 7.2 The Company acknowledges, agrees and has procured that the Affiliate has the right to use the trade marks, logos and names of the Energy Service Providers in relation to its activities under this Agreement.
- 7.3 Each party acknowledges the property of the other party in its trade marks, logos and names and shall not do any act which is prejudicial to the interest of the other party in its trade marks, logos and names.
- 7.4 Each party agrees to notify the other promptly of all violations regarding the use of the other's name, logo or trademarks that come to its attention and to give reasonable assistance in preventing and stopping such infringements.

8. CUSTOMER DATA

- 8.1 The parties agree that they shall at all times maintain and comply with all necessary registrations under the Data Protection Act 2018 (as amended or replaced) and shall at all times comply with the requirements of such acts. Each party shall indemnify the other for any liability arising out of its failure to comply with such Data Protection legislation.
- 8.2 The Company acknowledges that it has no rights of ownership to any Customer data collected by the Company arising from any specific Transaction on the Company's website.
- 8.3 Further to clause 8.2 and for clarification purposes, the Company acknowledges and agrees that it cannot use Customer data other than as required under this Agreement and will not use the Customer data for reasons including but not limited to marketing, data sharing with any other party, reminding customers to re-quote, any forms of renewals or for any other reason except in relation to a switch arising via the Service under this Agreement.
- 8.4 The Affiliate is a Data Controller (as defined in the Data Protection legislation) of Customer data and this Agreement does not in any way restrict its use of such data.
- 8.5 The Company shall:
- 8.5.1 ensure that it maintains appropriate technical and organisational measures in respect of the Customer data in order to prevent unauthorised or unlawful processing of such Customer data and to protect against accidental loss or destruction of, or damage to the Customer data including having appropriate IT security in place to protect the Customer data in transfer, processing and in storage;
 - 8.5.2 take all reasonable steps to ensure the reliability of its employees, agents and subcontractors who may have access to such Customer data and ensure such individuals have been informed of the confidential nature of the Customer data and comply with the obligations set out in this Clause;
 - 8.5.3 not without the Affiliate's prior consent (not to be unreasonably withheld or delayed) appoint any third party to act as a data processor for the Company in respect to the Customer data;
 - 8.5.4 immediately cease processing and/or securely destroy any Customer data upon receiving a request from the Affiliate or any Customer to do so;
 - 8.5.5 forthwith notify the Affiliate if it receives any notifications, requests or complaints from any Customer in connection with its handling of the Customer data;

- 8.5.6 immediately comply with any reasonable instructions given to the Company by the Affiliate relating to the Customer data, including assisting the Affiliate with any subject access requests from Customers, compliance with any Data Protection Legislation and updating and/or deleting any Customer data;
 - 8.5.7 forthwith, notify the Affiliate if it discovers or suspects a breach of any of its obligations under this clause, including any breaches of data security, data loss or data corruption;
 - 8.5.8 not otherwise modify, amend, remove or alter the contents of the Customer data or disclose or permit the disclosure of any of the Customer data to any third party without the prior written authorisation of the Affiliate;
 - 8.5.9 maintain up to date records of its processing activities performed on behalf of the Affiliate which shall include the categories of processing activities performed, information on cross border data transfers; and
 - 8.5.10 not transfer Customer data to a country or territory outside the European Economic Area except with the prior written consent of the Affiliate.
- 8.6 The Company shall keep records of its compliance under this clause 8 and shall upon 15 days' prior written notice allow the Affiliate and/or its representatives to inspect, audit, and copy the records, at any time during normal business hours. The Affiliate shall abide by any reasonable security procedures imposed by the Company in conducting the audit, and will use information collected in connection with the audit only for the purpose of verifying compliance of the Company of its obligations in this clause 8.

9. WARRANTIES AND INDEMNITIES

- 9.1 Each party to this Agreement represents and warrants to the other that it has, and will retain during the Term of this Agreement all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement, and to perform all of its obligations under this Agreement.
- 9.2 Each party agrees to indemnify the other in respect of any liability, damage, expense, loss, claim or cost suffered or incurred by the other party as a result of any breach by the other party of its obligations under this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 Subject to Clause 10.2, the total liability of either party under or arising out of this Agreement shall not exceed £5,000 in any one year (excluding any commissions payable).
- 10.2 Nothing in this Agreement shall exclude or limit the liability of either party for (a) death or personal injury caused by its negligence, or (b) fraud or fraudulent representations.
- 10.3 Neither party shall be liable to the other party for any indirect or consequential loss or damage (including but not limited to loss of profit, anticipated savings, wasted expenditure and loss of data) arising out of or in connection with this Agreement.

11. SUPPLIER RELATIONSHIP PROTECTION

- 11.1 The Affiliate acknowledges that the Company operates as an accredited intermediary and fulfilment partner to Energy Services Providers and that the Company's contractual, regulatory, and commercial obligations to such Energy Services Providers take precedence over this Agreement.

Where the Company reasonably believes that any act or omission of the Affiliate may adversely affect supplier confidence, application quality, compliance, or supplier relationships, the Company may take such action as it reasonably considers necessary, including suspending or terminating API access or this Agreement, with immediate effect.

12. TERM AND TERMINATION

- 12.1 This Agreement shall come into force on the Commencement Date and, unless terminated earlier pursuant to Clause 11 or this Clause 12, shall continue in full force and effect for an initial period of twelve months (the "Initial Period") and thereafter shall continue in full force and effect until either party gives to the other not less than three months prior written notice.

- 12.2 Either party may terminate this agreement forthwith by giving written notice to the other in any of the following circumstances;

12.2.1 if the other party commits any material breach of any of the terms and conditions of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

12.2.2 if the other party enters into a liquidation whether compulsory or voluntary (save for the purpose of a bona fide re-construction or amalgamation) or compounds with or makes any arrangement with its creditors or makes a general assignment to the benefit of its creditors, or if a receiver, administrative receiver or administrator is appointed over the whole or substantially the whole of its assets or undertakings, or the other is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986, or the other is dissolved.

- 12.3 The Company may immediately suspend access to the API or submission of Transactions where it reasonably believes that the Affiliate's activity may adversely affect application quality, compliance, or supplier relationships, pending investigation.

Where practicable, the Company shall use reasonable endeavours to minimise unnecessary delay in communicating such suspension to the Affiliate.

- 12.4 The Company may terminate or suspend this agreement with immediate effect by giving written notice to the Affiliate if:

12.4.1 The Company is requested to do so, for any reason, by an Energy Services Provider with whom the Company has a contractual agreement.

12.4.2 The Affiliate acts fraudulently or illegally in any way or the Affiliate generates or tries to generate Artificial Traffic or the Affiliate generates or tries to generate Transactions by offering the Services to its visitors either over the telephone or in a direct selling (face-to-face) environment (unless prior consent of such an activity is provided by the Company).

- 12.4.3 The Affiliate's Transactions are failing to automatically load through the Company's systems.
- 12.4.4 The Company has evidence to suggest that the Affiliate has enabled a third-party to access the Company's API without full written consent.
- 12.4.5 The Company has evidence to suggest that the Affiliate is involved in Auto-Switching programmes which have not been approved by the Company.
- 12.4.6 The Company reasonably believes that the Affiliate is using the API other than in accordance with this Agreement, including where the Affiliate's API usage is excessive or disproportionate to the volume of genuine Transactions generated, or where the API or any functionality or third-party service made available through it is being used for data retrieval, address look-up, property look-up, meter point data, bank validation or any other purpose unrelated to the generation and submission of genuine Transactions.

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination of this agreement for whatever reason:
 - 13.1.1 The Company shall immediately terminate access to the Affiliate Link/API.
 - 13.1.2 The Affiliate shall not use in any manner the name, logo and trademarks of the Company without the Company's prior written consent.
 - 13.1.3 The Company shall cease using any trademarks, logos or names of the Affiliate.
 - 13.1.4 The provisions of Clause 6 shall continue in force in relation to all Transactions conducted via the Affiliate Link prior to the date of termination even where such Customers become Live Customers after the date of termination, for a period of up to 6 months after the termination date.
 - 13.1.5 Clauses 6, 8, 10, 13, 14, 19 and 20 shall remain in effect post termination.
 - 13.1.6 Any rights of action vested in either party at the date of termination shall remain effective.

14. CONFIDENTIALITY

- 14.1 Each Party agrees:
 - 14.1.1 To maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other party in connection with this Agreement without that party's consent except that which is reasonably necessary for the proper performance of the Agreement.
 - 14.1.2 To restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its directors, officers, employees, agents, sub-contractors, professional auditors and auditors who of necessity need the same in the performance of their duties as envisaged by this Agreement.
 - 14.1.3 To make all relevant directors, officers, employees, agents, sub-contractors, professional auditors and auditors aware of the confidentiality of the Information and the provisions of this Clause 14.
- 14.2 The obligations of confidentiality in this clause will not extend to information in the public domain or where disclosure is required by law or by regulatory authority.

14.3 The provisions of this clause shall survive termination of this Agreement.

15. FORCE MAJEURE

15.1 For the purpose of this Clause 15 a “Force Majeure Event” means any circumstance or event not reasonably foreseeable at the date of this Agreement and not within the reasonable control of the party in question including, without prejudice to the generality of the foregoing, act of God, governmental act, strikes, lockouts, shortages of labour or raw materials, computer virus, failure in information technology or telecommunications services, failure of a third party (including failure to supply data), civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural physical disaster.

15.2 If and to the extent that either party is prevented or delayed by a Force Majeure event from performing any of its obligations under this Agreement and promptly so notifies the other party, specifying the matters constituting the Force Majeure and specifying the period for which it is estimated that the prevention or delay will continue, then the party so affected shall be relieved of liability to the other for failure to perform or for delay in performing such obligations (as the case may be), but shall nevertheless use its best endeavours to resume full performance thereof, provided that if the Force Majeure Event continues for a period of two months or more following notification, the party not affected by the Force Majeure event may terminate this Agreement by giving not less than 30 days prior written notice to the other party, but the notice of termination shall be of no effect if the party affected by the Force Majeure Event resumes full performance of its obligations before the expiry of the notice period.

16. ASSIGNMENT

16.1 Neither party may assign, sub-contract, licence or in any way dispose of its rights or obligations under this Agreement without the prior written consent of the other party.

17. AMENDMENT

17.1 This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of the each of the parties.

18. NOTICES

18.1 Any notice required to be given by either party to the other shall be in writing in English and shall be served by sending to the same by pre-paid first class post, by facsimile, by delivering the same by hand to the addresses set out above or such other address as the party to be served may have notified as its address for service, or by email.

18.2 Any notice served in accordance with clause 18.1 shall be deemed to have been received: if delivered by hand, at the time of delivery; if sent by pre-paid first class post, 48 hours after posting; if sent by facsimile, at the time of transmission; and if sent by email, at the time of transmission provided that no delivery failure notification is received by the sender, or, if sent outside normal business hours, at 9:00am on the next Business Day.

19. MISCELLANEOUS

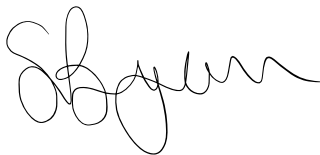
- 19.1 This agreement, together with any documents referred to in it, constitutes the entire agreement between the parties in connection with the subject matter of this agreement, and supersedes and extinguishes all prior drafts, agreements, understandings, representations, warranties and arrangements of any nature whether in writing or oral, relating to the subject matter.
- 19.2 Nothing in the Agreement shall create, or be deemed to create, a partnership or a relationship of principal and agent or employer and employee between the parties.
- 19.3 No failure to exercise nor any delay in exercising on the part of either party any right of termination or any right of remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any right or remedy. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.
- 19.4 If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.
- 19.5 If any dispute arises out of this Agreement, the Parties will attempt to settle it by mediation in accordance with the Model Mediation Procedure of the Centre of Dispute Resolution ('CEDR') or such other mediation procedure as the parties may agree in writing.
- 19.6 To initiate the mediation, one Party must give notice in writing ('the ADR Notice') to the other Party requesting a mediation in accordance with this clause. The mediation is to take place not later than 28 days after giving of the ADR Notice. If there is any issue upon which the Parties cannot agree within 14 days after the giving of the ADR notice, CEDR or such other mediation body as the Parties may have agreed) will, at the request of either Party, decide the issue for the Parties, having consulted with them.
- 19.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English Courts.

SIGNED

By



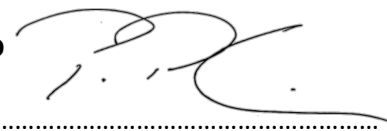
Print SCOTT BYROM

Title CHIEF EXECUTIVE OFFICER

for and on behalf of
ENERGY SERVICES ONLINE LIMITED

SIGNED

By



Print PJ Darling

Title Partner

for and on behalf of
SwitchFair Capital

SCHEDULE 1 – SERVICES

1. Subject to the Terms of this Agreement, including the API usage provisions set out in clause 5.8, the Company shall provide an API enabling the Affiliate to fulfil Transactions for Energy Service Providers as may be agreed from time to time and in writing between the Parties. No separate API usage fee shall apply except where continued access to the API is offered subject to a usage fee in accordance with clause 5.8.
2. The Company will monitor and process all valid Transactions generated via the Affiliate's Link /API with reasonable skill and diligence.
3. The Company will batch these Transactions to the respective Energy Service Providers and report their status back to the Affiliate accordingly.
4. Where a Transaction is deemed to be a Live Customer, the Company shall pay the Affiliate in accordance with Schedule 2.
5. Provide the reporting required under this Agreement as agreed by both parties.

SCHEDULE 2 – COMMISSION AND INVOICING

PART 1 - COMMISSION

The Company shall pay Commission to the Affiliate on the total number of Transactions that result in Live Customers, at the following rates:

Gas Only	Electricity Only	Gas and Electricity (Dual Fuel)
• £20.00	• £20.00	• £40.00

The above commission rates are exclusive of VAT.

PART 2 - INVOICING

1. The Company shall provide the Affiliate with a monthly statement detailing all Validated Transactions and the Commission amounts that became payable during the preceding calendar month following validation by the relevant Energy Services Provider and receipt by the Company of the corresponding commission payment. Statements shall only be issued where there are Transactions, Live Customers or Commission amounts to report.

For the avoidance of doubt, Transactions shall not become commissionable until they have been confirmed as Live Customers by the relevant Energy Services Provider and the Company has received payment in respect of those Transactions.

The Affiliate acknowledges that the validation and payment process undertaken by Energy Services Providers may take several months following the original Transaction date and that statements may therefore include Transactions submitted in earlier calendar months.

2. The Affiliate shall generate an invoice based on this statement and send it, by post or email, to the Company. All invoices must be on the Affiliates letter headed paper.
3. The Company shall pay all valid invoices within 30 days of receipt of invoice. Payment shall be either by cheque or BACS transfer at the discretion of the Company.
4. The Company shall only make individual payments that exceed £50.00 net of VAT. Any invoiceable amount below £50.00 will be rolled into the next, and subsequent periods, until such time as the amount payable exceeds £50.00.
5. Transactions can fail for a number of reasons including the Visitors / Customer's right to cancel, invalid transactions etc. The Company is advised of such occurrences by the relevant Energy Services Provider and accepts such advise in good faith. The Company will not entertain enquiries from Affiliates in relation to such failed transactions.
6. In the case of duplicate contracts, the transaction will be credited to the Affiliate that first submitted the transaction.
7. Commission shall only be payable in respect of Validated Transactions.
No Commission shall become due or payable to the Affiliate unless and until such payment has been received by the Company.

The Company shall not be required to fund Commission payments in advance of receipt from

an Energy Services Provider and shall have no liability for any delay, reduction, withholding, clawback or non-payment of Commission resulting from the actions or decisions of an Energy Services Provider.

8. The Company reserves the right, in its absolute discretion, to move to quarterly reporting and payment if the average number of monthly Transactions, averaged over any 3 rolling calendar months falls below 10 (ten) fuels. In this case, the provisions of Part 2, Clause 1 above shall be amended accordingly.

SCHEDULE 3 – CONTACT / LINK INFORMATION

1. COMPANY CONTACT INFORMATION

Company Name:		Energy Services Online Limited
Company No:		03798799
Trading Address:		14 Marchwood Crescent, London, W5 2DZ
Telephone:		0777 212 9591
Contact:		Scott Byrom
Email:		scott.byrom@TheEnergyShop.com

2. COMPANY PAYMENT DETAILS

Account Name:	
Bank Name	HSBC
Sort Code	40-02-26
Account Number	21777750

3. AFFILIATE CONTACT INFORMATION

Company Name:	
Company No:	N/A
Trading Address:	Priorwood House, Melrose, Scotland TD6 9EF
Telephone:	
Fax:	N/A
Contact:	PJ Darling
Email:	pj.darling@switchfair.co.uk
Mobile:	07908678518

4. AFFILIATE PAYMENT DETAILS

Account Name:	
Bank Name:	HSBC
Bank Address:	76 Hanover Street, Edinburgh
Sort Code :	40 20 44
Account Number:	21860305

VAT number : N/A

5. URLS

Affiliate Website
Affiliate Link https://capital.switchfair.co.uk

